

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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STARR INDEMNITY & LIABILITY CO.,

Plaintiff,

ORDER

-against-

20 Civ. 3172 (PKC)

CHOICE HOTELS INT'L, INC.,

Defendant(s).

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CASTEL, U.S.D.J.

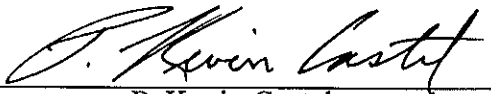
The Court has reviewed the discovery dispute letter and response (Doc 30 & 31), as well as plaintiff's complaint for declaratory judgment.

The issue to be decided with respect to the duty to defend is whether the complaint, as framed by B.H. in the underlying action, triggers a duty to defend under the policy in view of its "Abuse or Molestation Exclusion." Plaintiff asserts that the language of the policy and its exclusion are unambiguous so there is precious little by way of discovery that plaintiff could seek beyond the complaint in the underlying suit.

The duty to indemnify stands on a different footing. The Court stays all discovery directed to whether plaintiff has a duty to indemnify its insured because discovery related to whether the underlying plaintiff B.H. has a meritorious claim against plaintiff's insured would be extremely prejudicial to the insured at this time. There is no pressing need to adjudicate the duty to indemnify. A ruling by the Court that there is no duty to defend likely would be dispositive of the duty to indemnify. If the Court concludes there is a duty to defend, then the Court will entertain an application by plaintiff to lift the stay as to discovery as to the duty to indemnify.

The Court grants to defendant a protective order against plaintiff's Rule 30(b)(6) Notice as presently framed. The Clerk shall terminate letter motion (Doc 30.)

SO ORDERED.


P. Kevin Castel
United States District Judge

Dated: New York, New York
November 4, 2020